

AGREEMENT

Between

A Carrier operating between foreign territory or adjacent islands and the United States
and

The United States of America
Entered into pursuant to Section 233(a)
Immigration and Nationality Act

WHEREAS, by virtue of the authority contained in Section 233(a) of the Immigration and Nationality Act and in Section 233.2 of Title 8 of the Code of Federal Regulations, the Executive Associate Commissioner for Operations of the Immigration and Naturalization Service is empowered to enter into contracts with transportation lines for the entry and inspection of aliens coming to the United States from foreign contiguous territory or adjacent islands, and whereas no such transportation line is permitted to land any such alien in the United States until it has entered into such a contract.

NOW, THEREFORE, the undersigned transportation line, hereinafter called "the line" and the undersigned Executive Associate Commissioner for Operations of Immigration and Naturalization, hereinafter called "the Executive Associate Commissioner for Operations", hereby agree:

1. That, regarding aliens brought by it from _____ to the United States; the line shall submit to and comply with all the requirements of the Immigration and Nationality Act, or as such Act may be amended during the term of this agreement, and any Presidential Proclamations, Executive Orders, or regulations prescribed pursuant thereto which are or may be published in the Federal Register and compiled in the Code of Federal Regulations.
2. That the line shall, in accordance with supplemental agreements to be entered into by it or on its behalf with the Executive Associate Commissioner for Operations or a District Director of the Immigration and Naturalization Service, acting on his behalf, provide and maintain at its own expense, and make available to the United States immigration officers suitable landing stations at ports of entry in the United States, providing adequate access to aliens and proper segregation of such aliens from the public until inspection and other requirements of the law and regulations are completed, and convenient facilities and office space..
3. That whenever aliens brought to the United States by the line are detained in the United States pending completion of their inspection or other requirements of the law the expense of their maintenance shall be borne by the line in accordance with the law and regulations applicable thereto.
4. That nothing in this agreement shall be construed as altering, revoking, or in any way affecting or modifying the liability under the law of either party for the payment of extra compensation for overtime services of officers and employees of the Immigration and Naturalization Service.
5. That this agreement, which it is understood and mutually agreed by the parties hereto cancels and supersedes any prior agreement between the parties hereto with respect to the subject-matter hereof (but not as to any rights or liabilities already accrued under any prior agreement), shall take effect immediately upon approval by the Executive Associate Commissioner for Operations of the Immigration and Naturalization Service, or on _____, _____.
6. **This agreement shall be subject to cancellation by either party upon sixty days' notice in writing to the other party but such cancellation shall not terminate any rights or liabilities already accrued under this agreement.**

Signed this _____ day of _____, _____

At: _____

By: _____

TITLE

Signed this _____ day of _____, _____

At: _____

UNITED STATES OF AMERICA

By: _____

Executive Associate Commissioner for Operations,
Immigration and Naturalization Service

United States Department of Justice